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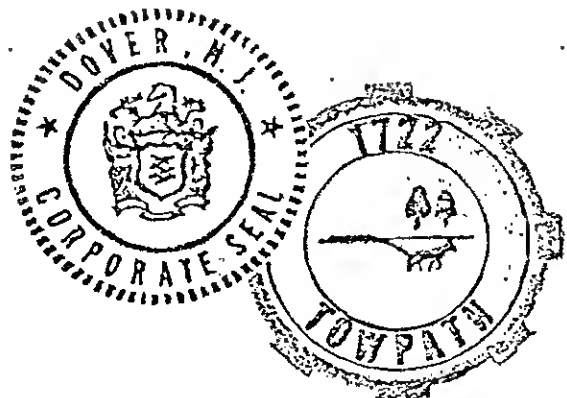
# Town of Dover, Town of,

Water Commissioners

and I.B.T. Local 102

WATER COMMISSIONERS

1981 and 1982



X Jan. 1, 1981 - Dec. 31, 1982

This AGREEMENT, made and entered into this       day of       , 1981  
by and between the WATER COMMISSIONERS of the Mayor and Board of Aldermen of the  
Town of Dover, a municipal corporation of the State of New Jersey (hereinafter  
referred to as "Commissioners") and TEAMSTERS UNION LOCAL 102, AFFILIATED WITH THE  
INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF  
AMERICA, (hereinafter referred to as the "Union")

W I T N E S S T H

WHEREAS, the Commissioners are a public entity dedicated to the safety,  
health, welfare, convenience and service of the public, and it is the purpose of  
this Agreement to maintain the quality and efficiency of the Commissioner's  
facilities and services and to establish and promote a harmonious relationship between  
the Commissioners and the Union and to prescribe the rights of those full-time  
employees of the Commissioners who are members of the Union, and to provide orderly  
and peaceful procedures for the resolution of differences;

NOW, THEREFORE, in consideration of the mutual promises and benefits  
herein contained it is agreed as follows:

SECTION 1. RECOGNITION

The Commissioners recognize the Union as the exclusive collective negotiation  
representative for the employees of the Commissioners, it being agreed that this unit  
excludes clerical and supervisory employees.

It is also recognized that the commissioners have deligated negotiation  
rights and responsibilities to the Dover Town Administrator who will bargain and  
administrate any and all agreements for the Commissioners and act as their agent.

SECTION 2. CHECK-OFF

The Commissioners agree to deduct Union membership dues and assessments  
from the wages of an employee in accordance with appropriate written authorization  
signed by the employee while such written authorization is in effect.

The employer further agrees to deduct 80% of Union membership dues  
from wages of employees not a member of Local as provided for in Chapter 477 of 1979.

SECTION 3. MANAGEMENT

(a) It is recognized that there are certain functions, responsibilities  
and rights exclusively reserved to the Commissioners, among which are the direction  
and operation of the Dover Water Department, the types of work to be performed  
(including subcontracting, if deemed necessary), the work assignments of employees,  
the machinery, tools and equipment to be used, shift schedules and hours of work,

the making and enforcing of rules and regulations for discipline and safety of their employees, and whatever action may be necessary in situations of emergency, as determined by the Commissioners. None of the rules and regulations so formulated or as changed from time to time, shall be inconsistent with this Agreement.

(b) The promotion, transfer, discharge or discipline for cause and layoff are the sole functions of the Commissioners and the Town appointing Authority except as may herein otherwise be provided or limited by any applicable provision of this Agreement.

#### SECTION 4. WAGES

(a) Effective January 1, 1981, the Union will receive salaries in accordance with the attached water department workers salary sheet marked attachment A under column listed as 1981 Proposed Salary.

(b) Effective January 1, 1982, the union will receive salaries in accordance with the attached water department workers salary sheet marked attachment A under the column listed as "1982 Proposed Salary".

(c) Salary adjustments and new hired employees will be brought in on the salary range and steps presented on the sheet marked attachment B for 1981 and attachment C for 1982. This Section is subject to the adoption of a Salary Ordinance of the Town of Dover which complies with this Section. This Section will not go into effect until said Salary Ordinance is adopted by the Mayor and Board of Aldermen.

#### SECTION 5. HOURS OF WORK

The workweek shall be Monday through Friday, from 8:00 A.M. to 4:30 P.M. each day, with one half hour lunch period. The Commissioners reserve the right to change and alter the workweek and work schedules as their needs and the needs of the public may require, but will discuss any such changes with the Union before putting them into effect.

#### SECTION 6. OVERTIME

(a) Overtime at the rate of time and one half shall be paid for all hours worked over 8 hours in any one working day.

(b) When the workweek is Monday through Friday, overtime shall be paid at the rate of time and one half for all hours worked on a Saturday and at the rate of double time for all hours worked on a Sunday.

(c) If an employee works on an observed holiday (or vacation day), he shall receive his normal holiday pay (or normal vacation pay) plus (A) one and one half times his regular straight time rate per hour for each hour worked between

8:00 A.M. and 4:30 P.M. and (B) double his regular straight time rate per hour for each hour worked during other hours of that holiday or vacation day.

(d) For purposes of calculating overtime pay, a Saturday, Sunday, Holiday or vacation day shall run from midnight to midnight. For example, if an employee works from 8:00 P.M. on Sunday until 2:00 A.M. the next day, he would be entitled to double time for 4 hours and time and one half for two hours.

(e) When an employee performs scheduled work which qualifies for overtime, he shall be paid for a minimum of one hour at the appropriate rate.

(f) All work to be eligible for overtime pay must have been authorized. Overtime shall be distributed as equitably as practicably possible.

(g) As soon as reasonably possible after the first of each month, a list of the hours of overtime of each employee for the previous month shall be posted on a bulletin board at the Water Department Service Building and remain posted there until the end of the month.

(h) An employee shall be paid any earned and accrued overtime pay every two weeks.

#### SECTION 7. CALL OUTS

When an employee is called out to work after he has been relieved of duty, he shall receive four and one half hours straight time pay for each such call out, or the applicable overtime rate for time worked, whichever is greater. Call out time will start at the time the employee received the call and will end when he returns to his place of assembly, reports the work complete, and there being no further work he shall be relieved.

#### SECTION 8. EARLY START

When an employee is called to work before 8:00 A.M. on a regular work day and does not complete his work assignment before the regular work day begins he shall be entitled to time and one half for the time worked prior to 8:00 A.M. and time and one half for all hours worked over the <sup>5/14/86</sup> ~~normal~~ 8 hour day. Early start time shall begin at the time the employee receives the call. *LDK*

#### SECTION 9. HOLIDAYS

The employees shall be entitled to the following thirteen (13) paid holidays:

NEW YEAR'S DAY

LINCOLN'S BIRTHDAY

WASHINGTON'S BIRTHDAY

GOOD FRIDAY

MEMORIAL DAY

INDEPENDENCE DAY

GENERAL ELECTION DAY

THANKSGIVING DAY

DAY AFTER THANKSGIVING

CHRISTMAS DAY

VETERAN'S DAY

COLUMBUS DAY

LABOR DAY

If any of the above holidays falls on a Saturday, then the previous Friday shall be considered the observed holiday. If any holiday falls on a Sunday, then the following Monday shall be considered the observed holiday.

In addition, the employees shall be entitled to a paid holiday whenever the Dover Town Hall is closed for an entire weekday, even when such entire weekday is not among any of the above holidays.

In the year 1981 THE DAY AFTER NEW YEAR'S DAY will be substituted for LINCOLN'S BIRTHDAY.

#### SECTION 10. VACATIONS

Vacations shall be granted to employees on the basis of the following schedule (an employee must, in each instance, have completed the year or years of service):

1 through 10 years	12 work days
11 through 15 years	15 work days
16 through 20 years	18 work days
21 years or more	21 work days

In cases of conflict, selection of vacation periods shall be made in order of seniority. The time when vacations are taken is subject to approval by the Water Superintendent in light of work schedules.

#### SECTION 11. PERSONAL DAYS

Each employee, after at least one year of service, shall be entitled to three "personal days" during each calendar year. A "personal day" is defined as an entire day on which the employee would normally work but which he may take off, with pay, and without giving any reason provided at least twenty-four hours' notice is given to the Water Superintendent and subject to his approval in light of work schedules. A personal day may not be tacked on to any holiday (Section 8), vacation day (Section 9) or "death in the family" day (Section 14), or onto any weekend day before or after any of the foregoing unless there are extenuating circumstances and such tacking meets with the Water Superintendent's approval (which shall not be unreasonably withheld). Personal days shall not be cumulative from year to year except that one unused personal day only may be carried to the following year only but in no event shall any employee have more than four personal days available during

any one calendar year.

#### SECTION 12. LONGEVITY PAY

After completing eight full years of service, each employee shall begin receiving \$200 per year thereafter in addition to his regular wages. After completing fifteen full years of service, each employee shall begin receiving another \$200 per year thereafter (making a total of \$400 per year) in addition to his regular wages. In each instance, the payments of \$200 or \$400 shall be made with the second pay in January of the year following eight and fifteen years of service. Any such payments of \$200 or \$400 per year shall not be considered in any manner whenever pay for overtime is determined.

#### SECTION 13. Sick Time Buy Back

During the twelve months preceeding retirement and after the said retirement is filed for, an employee may exchange four sick days accrued for one vacation day. This time off could than be used up to and including the retirement date. This time will not be paid for in cash by the Town at the time of retirement, however.

#### SECTION 14. GRIEVANCE PROCEDURE

(a) It is the policy of the Commissioners that every employee at all times be treated fairly, courteously, and with respect. Conversely, each employee is expected to accord the same treatment to the Commissioners, his associates, supervisors, and to the public.

(b) Whenever an employee has a grievance, he should first present it verbally (or in writing if the employee chooses) to the Superintendent of the Dover Water Department. It is the responsibility of the Superintendent to attempt to arrange a mutually satisfactory settlement of the grievance within three (3) working days of the time when it was first presented to him, or failing in that, must within the time advise the employee of his inability to do so.

(c) Within thirty calendar days after an employee is informed by the Superintendent that he is unable, within the discretion permitted him, to arrange a mutually satisfactory solution to the grievance, the employee must, if he wishes to present the grievance to higher authority, do so in writing in the following manner:

(A) The employee will prepare the grievance in writing in triplicate. The griveance should be stated as completely and as clearly as possible, in order to permit prompt handling. One copy of the grievance shall be immediately placed in the hands of the Clerk of the Commissioners and one in the hands of the Town Administrator.

(B) The other copy of the grievance shall be presented by the employee to the Superintendent (to whom the grievance was made verbally). The Superintendent

will report the facts and events which led up to its presentation in writing, in facts and events which led up to its presentation in writing, including in his written report any verbal answer he may have previously given to the employee concerning this grievance. Within two working days after receipt of the written grievance, the Superintendent must present it with the information required to the Clerk of the Commissioners and the Town Administrator.

(C) The Commissioners will attempt to find a mutually satisfactory solution to the grievance as soon as reasonably possible within thirty calendar days after the Clerk receives the Superintendent's written report. The Town Administrator will be given an opportunity to present his feelings to the Commissioners before a resolution is made by them.

(D) All papers and documents relating to a grievance and its disposition will be placed in the employee's personnel history file. Notification of the action taken concerning the grievance shall be transmitted in writing to the employee within seven calendar days of such action.

#### SECTION 15. ARBITRATION

If a grievance is not settled under the grievance procedure established in Section 12 and if the subject matter of the grievance is not covered by the Laws of Civil Service of the State of New Jersey or by the Rules and Regulations of the Department of Civil Service of the State Jersey, the employee, after more than twenty one days after receiving written notification of the action of the Commissioners, may submit the grievance, after giving notice in writing to the Commissioners of his intent to do so, to an Arbitrator appointed by the Public Employment Relations Commission of the State of New Jersey (PERC). The Arbitrator shall have full power to hear the dispute and make a final determination which shall be binding on both the employee and the Commissioners. The cost of the fees of the Arbitrator shall be equally shared by the Union and the Commissioners.

#### SECTION 16. DEATH IN THE FAMILY

An employee shall be allowed time off without loss of pay for four successive calendar days next following the date of a death in his immediate family. The immediate family is defined as wife or husband, parents, children, brother and sister and mother-in-law, father-in-law. An employee shall receive one day off without loss of pay to attend the funeral of any other relative.

#### SECTION 17. JURY DUTY

An employee who loses time from his job because of jury duty, shall be paid the difference between his regular rate for eight (8) hours and the daily jury fee.

#### SECTION 18. HOSPITALIZATION

The Employer shall provide and pay in full the Dominion Life Health Benefits Program and Dominion Life Drug Prescription Plan for all employees within this bargaining unit and their dependents.

#### SECTION 19. LONG TERM ILLNESS BENEFITS

The commissioners shall provide long term illness benefits to employees who meet the criteria discribed below. If an employee has:

1. Accrued 15 sick days prior an illness during the first four years of service; or 20 days after 4, 25 days after 5, or 30 days after 6 years of service; and

2. Used all sick days accumulated during illness. He or she shall be entitled to the following benefits:

1. Beginning on the Monday following 10 full working days after the expiration of sick leave eligible employees shall receive 75% of salary up to a maximum of \$133 per week for a six month period. Any sick or vacation time accrued during the six month period would be used toward these payments. Those having vacation time available may use it during the ten day grace period. There will not be any pay deduction for this benefit. Those employees who have received this benefit would again have to build up the required sick time before becoming eligible for it again.

#### SECTION 20. RIGHTS OF VISITATION

The business agent or his representative or any officer of the Union shall have admission to the Commissioners' premises at any time during working hours for the purpose of ascertaining whether this Agreement is being carried out in good faith or for the purpose of assisting in the adjustment of any grievance which may have arisen. No such representative, however, shall have the privilege of roaming about the premises, but shall first apply to the Water Superintendent for permission to visit, which permission shall be reasonably granted, it being understood, however, that such representative shall not in any way interfere with the operation of the Water Department during working hours and that this privilege be so exercised as to keep at a minimum time lost thereby to the Commissioners.

#### SECTION 21. NO STRIKE - NO LOCKOUT

The Union agrees that there shall be no strike of any kind, slowdown, sit-down, stay-in, boycott, picketing, work stoppage, or any other type of organized interference, coercive or otherwise, with the Commissioners' business, and further that the Union will do everything in its power to prevent its members from participating in any such unauthorized activity. The commissioners agree not to lock out or cause to be locked out any employee covered under the provisions of this Agreement.



#### SECTION 22 . NO DISCRIMINATION

Neither the Commissioners nor the Union shall discriminate against any employee regardless of race, creed, sex, age, color, political or religious affiliation or national origin.

#### SECTION 23 . BULLETIN BOARDS

One bulletin board will be made available to the Union for the purpose of posting Union notices relating to meetings, dues, entertainment, health and safety, and general Union activities, at each location where men assemble for work assignments.

#### SECTION 24 UNIFORMS

The Commissioners shall supply the meter readers with uniforms and the other employees with appropriate work clothes. This shall include one pair of work shoes in June of each year.

#### SECTION 25 RULES AND REGULATIONS

The Commissioners have the right to continue to establish reasonable rules and regulations governing the operations of the Dover Water Department and the conduct of its personnel.

#### SECTION 26 . SEVERANCE PAY

Permanent employees who have completed ten years or more of continuous uninterrupted service with the Dover Water Department and who are permanently released from employment because of reasons beyond the control of the employee concerned, shall be given an allowance of one day base pay at the time of release for each full year of continuous uninterrupted service. For the computation of severance pay only, continuous uninterrupted service shall be defined in this section to mean service with the Dover Water Department. Severance pay benefits shall not apply to employees discharged for just cause, resigning, quitting, retiring on pension, leaving the employ of the Dover Water Department because of a compensable disability or taking a leave of absence. The acceptance of a severance allowance from the Dover Water Department shall serve to abolish and annul any and all seniority ratings or reinstatement privileges. Should a separated employee, after having accepted severance pay, as herein provided, be reemployed by the Dover Water Department, he shall assume the status of a probationary employee. Severance benefits shall be in addition to any other earned benefits for which the separated employee is eligible.

#### SECTION 27. MAINTNEANCE OF STANDARDS

The Commissioners agree that the general working conditions of the Dover Water Department shall be generally maintained at the Standards in effect at the time of the signing of this Agreement but the conditions of employment shall be changed whenever specific provisions for change are made elsewhere in this Agreement.

SECTION 28. PROBATIONARY EMPLOYEES

It is recognized that probationary employees may be discharged during the probationary period without union review.

SECTION 29. APPLICABILITY OF CIVIL SERVICE

It is recognized that the Commissioners and the employees of the Commissioners are subject to and covered by the Laws of Civil Service of the State of New Jersey and by the Rules and Regulations of the Department of Civil Service of the State of New Jersey. If any provision of this Agreement is inconsistent with the Laws of Civil Service or with the Rules and Regulations of the Department of Civil Service, such provision of this Agreement shall be superseded by such laws or by such rules or regulations.

SECTION 30. SEVERABILITY

If any provision of this Agreement is in conflict with any law of the State of New Jersey, including any Rule or Regulation of the Department of Civil Service, such provision, to the extent of such conflict, shall be null and void, but all other provisions of this Agreement shall remain in full force and effect.

SECTION 31. DURATION OF AGREEMENT

All of the provisions of this Agreement shall be effective from January 1, 1981 until midnight, December 31, 1982.

IN WITNESS WHEREOF, the parties herto have caused these presents to be signed by their proper officers, the day and year first above written.

ATTEST:

Michael A. DeLorenzo  
Michael A. DeLorenzo, TOWN CLERK

TOWN OF DOVER

John Rice  
John Rice, MAYOR

James R. Allison  
James R. Allison, ADMINISTRATOR

ATTEST:

Josephine M. Cretnik  
Josephine M. Cretnik, CLERK

LeRoy Varga  
LeRoy Varga, CHAIRMAN  
WATER COMMISSIONERS

ATTEST:

Harry Black  
Harry Black, SHOP STEWARD

TEAMSTERS LOCAL 102

Ben Merker  
Ben Merker, SECRETARY TREASURER